



**RESOLUTION NO. 20150224-09**

**A RESOLUTION AUTHORIZING INTERLOCAL AGREEMENT WITH BOWIE COUNTY,  
TEXAS FOR TEXAS CAPITAL FUND INFRASTRUCTURE PROJECT-EXPAL USA, INC.**

**WHEREAS**, TexAmericas Center is a political subdivision of the State of Texas with the powers and authorities specified in Chapter 3503 of the Special District Local Laws Code of the State of Texas; and

**WHEREAS**, TexAmericas Center is in the process of leasing property and buildings owned by TexAmericas Center to EXPAL USA, INC. for manufacture and production of commercial explosives; and

**WHEREAS**, TexAmericas Center has a need to improve the infrastructure of the proposed lease location including improvements and/or extensions of the water, sewer, electrical, natural gas and fiber optic systems servicing the property; and

**WHEREAS**, Bowie County has, or will, file an Application with the Texas Department of Agriculture, Office of Rural Affairs, Texas Capital Fund Program, for a grant of infrastructure funds to assist in the development and support of a project located upon property of TexAmericas Center for the benefit of EXPAL USA, INC. and the creations of jobs in Bowie County, Texas; and

**WHEREAS**, TexAmericas Center as the local redevelopment authority designated by the United States Department of Defense has received and administered numerous grants to redevelop property owned by TexAmericas Center and formerly known as Red River Army Depot and/or Lone Star Army Ammunition Plant which have been either realigned or closed pursuant to the provisions of the Base Realignment and Closure Act; and

**WHEREAS**, TexAmericas Center and Bowie County, Texas, desire to enter into an agreement for TexAmericas Center to use its staffing and grant administration expertise in complying with the terms of the Texas Capital Fund Infrastructure Grant for the EXPAL USA, INC. project;

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Directors of TexAmericas Center, that Scott Norton, Executive Director/CEO shall be and he is hereby authorized to enter into and execute on behalf of TexAmericas Center the Interlocal Cooperation Agreement by and between TexAmericas Center and Bowie County, Texas, for the Texas Capital Fund

Infrastructure Project-EXPAL USA, INC. in substantially the form of the agreement attached hereto as Exhibit "A" and incorporated herein for all purposes.

**BE IT FURTHER RESOLVED** that Scott Norton, Executive Director/CEO of TexAmericas Center shall be and he is hereby authorized to execute any and all other documents necessary to fulfill the obligations under the Interlocal Cooperation Agreement with Bowie County, Texas.

**PASSED and APPROVED this 24<sup>th</sup> day of February, 2015.**

  
Denis Washington, Chairman of the Board

**ATTEST:**

  
Boyd Sartin, Secretary/Treasurer

Attached: Exhibit A



**INTERLOCAL COOPERATION AGREEMENT  
BOWIE COUNTY, TEXAS – TEXAMERICAS CENTER  
(TEXAS CAPITAL FUND INFRASTRUCTURE PROJECT – EXPAL USA, INC.)**

This Agreement is made and entered into by and between Bowie County, Texas, and TexAmericas Center, pursuant to the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, and in consideration of the premises and the mutual promises, covenants and agreements contained herein.

**RECITALS**

**WHEREAS**, Bowie County is a political subdivision of the State of Texas organized and operating pursuant to the provisions of the Texas Constitution and the statutes of the State of Texas; and

**WHEREAS**, TexAmericas Center is a political subdivision of the State of Texas organized and operating pursuant to the provisions of Chapter 3503 of the Texas Special District Local Laws Code; and

**WHEREAS**, Bowie County has filed an Application with the Texas Department of Agriculture, Office of Rural Affairs, Texas Capital Fund Program, for a grant of infrastructure funds to assist in the development and support of a project located upon property of TexAmericas Center for the benefit of EXPAL USA, INC. and the creation of jobs in Bowie County, Texas; and

**WHEREAS**, the Texas Department of Agriculture has approved, or will soon approve, the Application from Bowie County for the Texas Capital Fund Infrastructure Program for the EXPAL USA, INC. project and will soon disburse the grant funds in the amount of up to \$750,000.00 to Bowie County for the purposes set forth in the Application for the grant; and

**WHEREAS**, TexAmericas Center as the local redevelopment authority designated by the United States Department Defense has received and administered numerous grants to redevelop property owned by TexAmericas Center and formerly known as Red River Army Depot and Lone Star Army Ammunition Plant which have been either realigned or closed pursuant to the provisions of the Base Realignment and Closure Act; and

**WHEREAS**, Bowie County desires to use the staffing and grant administration expertise of TexAmericas Center to assist it in complying with the terms of the Texas Fund Infrastructure Grant for the EXPAL USA, INC. project; and

**WHEREAS**, TexAmericas Center has agreed to work with Bowie County and to serve as the administrator and program manager for the administration of the grant funds;

**NOW, THEREFORE,** it is agreed by and between Bowie County, Texas, and TexAmericas Center as follows:

1. Bowie County agrees to disburse to TexAmericas Center grant funds received from the Texas Capital Fund Infrastructure Program Grant for the EXPAL USA, INC. project to be used by TexAmericas Center in accordance with the terms of the grant.
2. TexAmericas Center agrees to administer the grant funds in accordance with the terms of the grant and all applicable statutes, regulations and rules regarding use of the grant funds.
3. TexAmericas Center agrees to competitively procure the services, materials, labor, equipment and related items in accordance with the laws of the State of Texas and the program regulations and rules as may be applicable, and in the absence of such statutes, rules and regulations, in accordance with the requirements applicable to Bowie County, Texas, for acquisition of such services, materials and equipment.
4. TexAmericas Center agrees to provide program oversight and administrative support to insure that the terms of the grant are fully complied with. In this regard, TexAmericas Center agrees to produce any and all reports required by the grant program and to present the same to Bowie County for approval and execution and submittal to the State of Texas.
5. In order to meet the requirements and conditions of the grant, TexAmericas Center agrees to provide the real property necessary for the EXPAL USA, INC. project to EXPAL USA, INC. upon reasonable terms which will qualify as matching funds for EXPAL USA, INC.
6. In the event that EXPAL USA, INC. does not provide the required matching funds for the grant, or fails to provide the number of jobs required under the terms of the grant program at the time provided for in the grant, and as a result of such actions, the State of Texas requires Bowie County to repay to the State of Texas part of or all of the grant funds, TexAmericas Center shall provide to Bowie County the amount which Bowie County is required to refund to the State. TexAmericas Center agrees to make this commitment to provide the funds necessary to be repaid to the State of Texas as consideration for the improvements which will be made to or for the benefit of the property of TexAmericas Center using the grant funds.
7. For purposes of the performance of this Interlocal Contract, the parties designate TexAmericas Center as the administrative entity to perform all requirements under the grant on behalf of Bowie County and to prepare all documents and reports and present the same to Bowie County for review, approval and submission to the State of Texas in compliance with the requirements of the grant.



8. The term of this agreement shall be for a period of three (3) years commencing upon its approval by the later of the parties to execute the same; provided, however, the provisions of paragraph 6 shall continue after the end of the term and be fully binding upon TexAmericas Center thereafter.
9. Each party paying or receiving credit for payment must make those payments or receive credits from current revenues available to that party.
10. This Agreement shall be governed exclusively by the laws of the State of Texas and the laws of the United States of America, where applicable.
11. In construing this Agreement, neither of the parties hereto shall have any term or provision, or any uncertainty or ambiguity as to any provisions herein, construed against such party solely by reason of such party having drafted the same.
12. The parties to this Contract are Independent Contractors. No party shall exercise control over either the performance of the other party or the employees of any other party; and no party shall be deemed to be the agent, employee or representative of any other party.
13. The parties designate the following persons as their respective representatives for any communications pertaining to this Agreement:

BOWIE COUNTY, TEXAS  
*Attn: County Judge*  
Bowie County Courthouse  
710 James Bowie Drive  
New Boston, Texas 875570

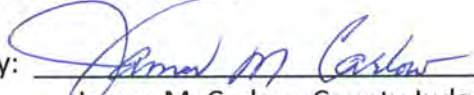
TEXAMERICAS CENTER  
*Attn: Executive Director/CEO*  
107 Chapel Lane  
New Boston, Texas 75570

14. Should any portion of this Agreement be determined or declared invalid, illegal, or unenforceable for any reason, the remaining portions hereof shall remain in full force and effect as though the invalid, illegal or unenforceable portions were not contained herein.
15. This Agreement may be amended only by a written document signed by the duly authorized representatives of the parties hereto.
16. This Agreement and/or the rights and obligations of the parties may not be assigned by either party without the written consent of the other party which consent shall not be unreasonably withheld; however, this provision shall not and does not prohibit

TexAmericas Center from contracting with third parties to provide the services, materials, labor and equipment necessary to fulfill the terms of the grant.

17. In the event of a dispute arising under this Agreement, the parties agree to meet informally in a good faith effort to negotiate a resolution of the dispute. If the parties are unable to resolve the dispute, in accordance with the Interlocal Cooperation Act, Section 791.015, the parties shall submit any disputes arising under this Agreement to the alternative dispute resolution procedures authorized by Chapter 2009 of the Texas Government Code. Each party shall pay its own costs and expenses, including attorney's fees, incurred during any facet of dispute resolution.
18. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
19. This Agreement shall be effective upon the date of the last of the parties to execute the same.

**BOWIE COUNTY, TEXAS**

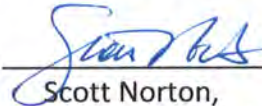
By:   
James M. Carlow, County Judge

Date: 2/23/15

**APPROVED AS TO FORM:**

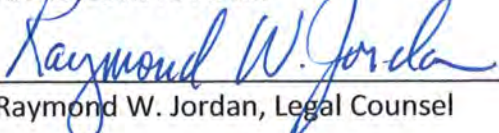
  
Carol Dalby, Assistant District Attorney  
Bowie County, Texas

**TEXAMERICAS CENTER**

By:   
Scott Norton,  
Executive Director/CEO

Date: 2/24/15

**APPROVED AS TO FORM:**

  
Raymond W. Jordan, Legal Counsel